

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911XK-04-R-0003-0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01-Mar-2004	PAGE OF PAGES 1 OF 28
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO. W911XK-04-C-0004	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. W911XK-04-R-0003	
7. ISSUED BY CODE W911XK CONTRACTING DIVISION DETROIT DISTRICT, USAED, 477 MICHIGAN AVE DETROIT MI 48226 TEL: (313) 226-5148 FAX: (313) 226-2209		8. ADDRESS OFFER TO <i>(If Other Than Item 7) CODE</i> <div style="text-align: center; font-weight: bold;">See Item 7</div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME WILLIAM L BRUSS		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 313 226-3648	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> Lanse - Baraga County, MI This Project is an 8(a) set-aside. Design/Build a Flood a Control project in Village of L'anse, Baraga County, Michigan. The NAICS Code is 237110 and the Small Business Size Standard is \$28,500,00.00. Add Wage Determination No. MI030064 dated 6/13/2003.				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>60</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See SECTION 01021)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 02:00 PM _____ <i>(hour)</i> local time <u>28 Jan 2004</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

J O A CONSTRUCTION CO INC

16856 MEYERS

DETROIT MI 48235

15. TELEPHONE NO. *(Include area code)*

313-862-8770

16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**CODE
07VJ2FACILITY CODE
07VJ2

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE22. AMOUNT
\$141,377.0023. ACCOUNTING AND APPROPRIATION DATA
See Schedule24. SUBMIT INVOICES TO ADDRESS SHOWN IN
*(4 copies unless otherwise specified)***ITEM**25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☒ 10 U.S.C. 2304(c) (5) ☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

F3M0U00

DULUTH AREA OFFICE
DETROIT DISTRICT, C/O DIV
CANAL PARK
DULUTH, MN 55802

27. PAYMENT WILL BE MADE BY:

CODE

T0B0200

U S ARMY CORPS OF ENGINEERS FINANCE AND
5700 WASP AVENUE
MILLINGTON TN 38054**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**☒ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this**document and return 1 copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. REF: W911XK-04-R-0003☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

WANDA C CARTER-DAVIS / ADDED BY SUMI


30B. SIGNATURE

30C. DATE

TEL: 313 226-5148

EMAIL: W

31B. UNITED STATES OF AMERICA

BY 

31C. AWARD DATE

01-Mar-2004

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Phase 1 and Phase 2 Design	1	Lump Sum	\$141,377.00	\$141,377.00

The negotiation agreement, entitled, "COE L'anse Control Project", base proposal scope of services summary dated February 26, 2004, are attached. Conflicts between the RFP and the reference scope of services shall govern.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Phase 3 Design - Option 1		Lump Sum		\$ TBN
OPTION	Flood Control Work at 4th Street.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Phase 1 Construction- Option 2		Lump Sum		\$ TBN
OPTION	Construction of Phase 1 Design.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Lump Sum		\$ TBN
OPTION	Phase 2 Construction- Option 3 Construction of Phase 2 Design.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Lump Sum		\$ TBN
OPTION	Phase 3 Construction- Option 4 Construction of Phase 3 Design.				

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7 Alt I	Allowable Cost and Payment (Dec 2002) - Alternate I	FEB 1997
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.232-7003	Electronic Submission of Payment Requests	DEC 2003
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
<hr/>			
Item 1			
Foreign construction material....
Domestic construction material...
Item 2			
Foreign construction material....
Domestic construction material...

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

252.225-7044 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL (APR 2002)

(a) Definitions. As used in this clause "Component" means any article, material, or supply incorporated directly into construction material. "Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material. "Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product. "Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. "United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except for--

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation; or

(2) The construction material or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate "none")

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 3230756D10075568 NA 96203
AMOUNT: \$141,377.00

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the base contract, Phase 1 and 2 Design work ready for use not later than sixty (60) calendar days. The time stated for completion shall include final cleanup of the premises.

SEE SECTION 01021 for Design Build Schedule.
(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ 678.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within six (6) months after award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is: U.S. Small Business Administration, Room 515 McNamara Bldg., 477 Michigan Avenue, Detroit, Michigan 48226.

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U.S. Army Corps of Engineers, Detroit District Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the U.S. Army Corps of Engineers, Detroit District, Security Officer. For those

contractors that do not have a CAGE Code or Facility Security Clearance, the U.S. Army Corps of Engineers, Detroit District, Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

WAGE DETERMINATION

General Decision Number MI030064

Superseded General Decision No. MI020064

State: Michigan Construction Type:

HEAVY County(ies):

BARAGA HOUGHTON KEWEENAW

GOGEBIC IRON ONTONAGON

HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

Modification Number Publication Date

0 06/13/2003

COUNTY(ies):

BARAGA HOUGHTON KEWEENAW

GOGEBIC IRON ONTONAGON

BOIL0169E 07/01/2002

Rates Fringes

BOILERMAKER (does not include tank

building) 27.507 25% + 4.90

BRMI0006B 05/01/2001

Rates Fringes

BRICKLAYER; MARBLE, TERRAZZO AND

TILE SETTER 21.55 8.09

CEMENT MASON	21.30	8.09
POINTER, CAULKER & CLEANER	19.55	8.09

FOOTNOTES:

Marble, terrazzo & tile finishers: \$0.25 per hour above the laborer's rate. Same fringe benefit package as the bricklayer.

Stacks: Work on industrial and powerhouse stacks shall receive \$2.00 per hour above the journeyman bricklayer rate.

Industrial: Refinishing work on digesters, tanks, lime kilns, chests, boilers, and boiler tubes shall receive \$2.00 per hour above the journeyman bricklayer rate.

 CARP1510B 05/01/2002

	Rates	Fringes
CARPENTER (includes concrete form work)	22.88	7.29
PILEDRIIVER	21.88	7.29
MILLWRIGHT	26.34	7.51

FOOTNOTES:

Waterfront work on the Great Lakes or connecting water navigable to Lake carriers: \$0.20 per hour additional.

Work on industrial construction, defined as industrial manufacturing and processing plants such as ore plants, paper mills, power houses, foundries, saw mills, wood processing plants, or other industrial complexes: \$.25 per hour additional.

 ELEC0219B 06/01/2001

	Rates	Fringes
IRON COUNTY:		
ELECTRICIANS:		
Electrical subcontracts over \$90,000	24.69	3.75% +6.90
Electrical subcontracts of \$90,000 or less	21.52	3.75% +6.90

FOOTNOTES:

All industrial work over 30 ft. above the ground, unless on solid flooring or grating permanently attached in place: 10% per hour additional. Over 60 ft.: 20% per hour additional. Over 90 ft.: 30% per hour additional.

Work performed within 3 ft. of an unguarded opening at the above-mentioned heights to receive the above-mentioned premiums.

Work in underground mines, except mine shaft work: 10% per hour additional.

 ELEC0219L 06/01/2001

	Rates	Fringes
BARAGA, GOGEBIC, HOUGHTON, KEWEENAW AND ONTONAGON COUNTIES:		
ELECTRICIAN:		
Electrical subcontracts over \$70,000	24.69	3.75% +6.90
Electrical subcontracts of \$70,000 or less	18.60	3.75% +6.90

FOOTNOTES:

All industrial work over 30 ft. above the ground, unless on

solid flooring or grating permanently attached in place: 10% per hour additional. Over 60 ft.: 20% per hour additional. Over 90 ft.: 30% per hour additional.

Work performed within 3 ft. of an unguarded opening at the above-mentioned heights to receive the above-mentioned premiums.

Work in underground mines, except mine shaft work: 10% per hour additional.

ELEC0876D 06/01/2002

	Rates	Fringes
LINE CONSTRUCTION:		
Line technician	27.18	21.5% + 2.20
Cable splicer	28.30	21.5% + 2.20
Operator/ground person (digger, tractor and setting rig with tracks or rough terrain vehicle, large bombardier, backhoe over 85 hp, hydraulic crane 10 ton or over)	20.56	21.5% + 2.20
Light equipment operator/ground person/truck driver/ground person (winch, A-frame, diggers when used for distribution line truck and used for distribution work. Distribution truck driver, 5th wheel type trucks, bucket trucks, ladder trucks and all live boom trucks, all equipment 85 hp or under)	18.06	21.5% + 2.20
Truck driver/ground person (trucks with winch or boom or dump, other than distribution work)	17.21	21.5% + 2.20
Ground person	13.86	21.5% + 2.20

FOOTNOTE:

Operators of 5/8 yd. rated capacity backhoe or over, and operators of 25 ton, rated capacity, crane or over, and operators of heavy duty tension or pulling machinery on 345 KV and above, shall receive the line technician rate of pay.

ENGI0324L 05/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
STEEL ERECTION:		
Crane operator, main boom & jib 220' or longer	25.09	11.40
Crane operator, main boom & jib 140' or longer	24.84	11.40
Crane operator, main boom & jib 120' or longer	24.59	11.40
Mechanic with truck and tools	25.59	11.40
Regular operator	24.09	11.40
Compressor; forklift; welder	20.84	11.40

Oiler and fire tender	19.54	11.40
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ENGI0326A 05/01/2002

	Rates	Fringes
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POWER EQUIPMENT OPERATORS:

GAS DISTRIBUTION AND DUCT INSTALLATION WORK:

GROUP 1	22.39	11.65
GROUP 2-A	22.29	11.65
GROUP 2-B	22.07	11.65
GROUP 3	21.29	11.65
GROUP 4	20.79	11.65

SCOPE OF WORK:

The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

GROUP 2-A: Trencher, backhoe (1/2 yd. capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader (under 1 yd. capacity), farm tractor (with attachments), pump (2 - 4 under six-inch capacity), side boom tractor (less than D-4 equivalent), tamper (self-propelled)

GROUP 4: Oiler, grease person

ENGI0326P 05/01/2002

	Rates	Fringes
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POWER EQUIPMENT OPERATORS

(includes underground work):

Crane operator, main boom & jib		
220' or longer	24.69	11.40
Crane operator, main boom & jib		
140' or longer	24.44	11.40
Crane operator, main boom & jib		
120' or longer	24.19	11.40
Mechanic with truck and tools	25.19	11.40
GROUP 1	23.69	11.40
GROUP 2	20.44	11.40
GROUP 3	19.86	11.40
GROUP 4	18.92	11.40

FOOTNOTES:

Swing boom truck operator over 15 tons: \$.50 per hour additional.

Hydraulic crane operator 75 tons and under: \$.75 per hour additional.

Hydraulic crane operator over 75 tons: \$1.00 per hour additional.

Lattice boom crane operator: \$1.50 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Regular equipment operator, crane, dozer, front end loader, job mechanic, pumpcrete and squeezeconcrete, welder

GROUP 2: Air track drill, boom truck (non-swing), concrete mixer, material hoist and tugger, pump 6" and over, beltcrete, sweeping machine, trencher, winches, well points and freeze systems

GROUP 3: Air compressor, conveyor, concrete saw, farm tractor (without attachments), fork truck, generator, guard post driver, mulching machine, pumps under 6-in., welding machine and grease person

GROUP 4: Oiler, fire tender and heater operator

ENGI0326R 10/01/2001

Rates Fringes

SEWER RELINING:

POWER EQUIPMENT OPERATORS:

GROUP 1 23.67 8.11

GROUP 2 22.28 8.11

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

ENGI0326T 10/01/2001

Rates Fringes

POWER EQUIPMENT OPERATORS:

HAZARDOUS WASTE REMOVAL:

LEVEL A:

GROUP 1 26.57 11.15

GROUP 2 22.87 11.15

Engineer when operating crane with boom and jib or leads 220' or

longer 29.52 11.15

Engineer when operating crane with boom and jib or leads 140' or

longer 29.22 11.15

Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with

boom operator 27.54 11.15

LEVELS B AND C:

GROUP 1 25.62 11.15

GROUP 2 21.93 11.15

Engineer when operating crane with

boom and jib or leads 220' or
longer 28.57 11.15

Engineer when operating crane with
boom and jib or leads 140' or
longer 28.27 11.15

Regular crane operator, mechanic,
dragline operator, boom truck
operator and concrete pump with
boom operator 26.59 11.15

LEVEL D:

GROUP 1 24.32 11.15

GROUP 2 20.63 11.15

Engineer when operating crane with
boom and jib or leads 220' or
longer 27.27 11.15

Engineer when operating crane with
boom and jib or leads 140' or
longer 26.97 11.15

Regular crane operator, mechanic,
dragline operator, boom truck
operator and concrete pump with
boom operator 25.29 11.15

LEVEL D WHEN CAPPING LANDFILL:

GROUP 1 24.07 11.15

GROUP 2 20.38 11.15

Engineer when operating crane with
boom and jib or leads 220' or
longer 27.02 11.15

Engineer when operating crane with
boom and jib or leads 140' or
longer 26.72 11.15

Regular crane operator, mechanic,
dragline operator, boom truck
operator and concrete pump with
boom operator 25.04 11.15

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

GROUP 1: Backhoe, batch plant operator, clamshell, concrete
breaker when attached to hoe, concrete cleaning decontamination
machine operator, concrete pump, concrete paver, crusher, dozer,
elevating grader, endloader, farm tractor (90 h.p. and higher),
gradall, grader, heavy equipment robotics operator, loader, pug
mill, pumpcrete machines, pump trucks, roller, scraper (self-
propelled or tractor drawn), side boom tractor, slip form paver,
slop paver, trencher, ultra high pressure waterjet cutting tool
system operator, vactors, vacuum blasting machine operator,
vertical lifting hoist, vibrating compaction equipment
(self-propelled), and well drilling rig

GROUP 2: Air compressor, concrete breaker when not attached to
hoe, elevator, end dumps, equipment decontamination operator,
farm tractor (less than 90 h.p), forklift, generator, heater,
mulcher, pigs (portable reagent storage tanks), power screens,
pumps (water), stationary compressed air plant, sweeper, and
welding machine

IRON0008G 05/01/2002

	Rates	Fringes
IRONWORKERS, REINFORCING & STRUCTURAL:		
General contracts \$10,000,000		
or greater	23.82	12.51
General contracts less than		
\$10,000,000	21.31	12.51

IRON0008J 05/01/2001

	Rates	Fringes
IRONWORKERS:		
Pre engineered metal building		
erection	16.46	7.96

LABO0005W 10/01/2001

	Rates	Fringes
LABORERS:		
HAZARDOUS WASTE ABATEMENT:		
Work performed inside the		
building and up to and		
including 5 ft. outside		
the building:		
Work performed in		
conjunction with site		
preparation not		
requiring the use of		
personal protective		
equipment; Also, Level D	18.75	6.06
Levels A, B or C	19.75	6.06
Work performed over 5 ft.		
outside the building:		
Work performed in		
conjunction with site		
preparation not		
requiring the use of		
personal protective		
equipment; Also, Level D	17.93	5.26
Levels A, B or C	18.93	5.26

LABO0259M 09/01/2002

	Rates	Fringes
LABORERS:		
TUNNEL, SHAFT & CAISSON:		
SCOPE OF WORK:		
Tunnel, shaft and caisson work of every type and descripton		
and all operations incidental thereto, including, but not		
limited to, shafts and tunnels for sewers, water, subways,		
transportation, diversion, sewerage, caverns, shelters,		
aquafers, reservoirs, missile silos and steel sheeting for		
underground construction.		
TUNNEL, SHAFT & CAISSON:		
GROUP 1	21.12	5.75

GROUP 2	21.21	5.57
GROUP 3	21.31	5.57
GROUP 4	21.47	5.57
GROUP 5	21.73	5.57
GROUP 6	22.04	5.35
GROUP 7	14.31	5.56

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas)

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar, material mixer, fence erector and guard rail builder

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0260N 08/01/2001

Rates Fringes

ASBESTOS LABORERS

Includes removing and disposing of all insulation materials from walls, ceilings, floors, columns, and all other non-mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished; loading/unloading of bagged and tagged materials at the disposal site (includes lead paint abatement clean-up)

17.73 6.07

LABO0334B 09/01/2002

Rates Fringes

LABORERS:

OPEN CUT:

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation.

Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

OPEN CUT:

GROUP 1	18.20	5.75
GROUP 2	18.34	5.75
GROUP 3	18.47	5.75
GROUP 4	18.52	5.75
GROUP 5	18.57	5.75
GROUP 6	15.95	5.75
GROUP 7	14.06	5.75

LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO1329B 05/01/2002

Rates Fringes

LABORERS:

General contracts \$15 million or over, and all industrial projects:

GROUP 1	19.46	6.25
GROUP 2	19.56	6.25
GROUP 3	19.86	6.25
GROUP 4	20.01	6.25
GROUP 5	20.21	6.25
GROUP 6	21.51	6.25

General contracts less than \$15 million:

GROUP 1	18.16	6.25
GROUP 2	18.26	6.25
GROUP 3	18.56	6.25
GROUP 4	18.71	6.25
GROUP 5	18.91	6.25
GROUP 6	20.21	6.25

FOOTNOTE:

Work on waterfront work (working over water) on the Great Lakes or connecting waters navigable to lake carriers: \$0.75 per hour additional.

LABORER CLASSIFICATIONS

GROUP 1: All construction laborers on building and heavy construction work, storm and sanitary sewers, tool crib attendant, rod person, oxi-gun operator, worker using propane or acetylene cutting torch, motor-driven buggies, chipping hammers, tamping machines, green cutting (whether run by air, electric or gas), and sandblasters

GROUP 2: Mortar mixer, material mixer (whether done by hand or machine), vibrator operator, concrete mixer, laborer with concrete crew, mixer to pour, including pour from trucks

GROUP 3: Cement gun nozzle operator, blaster, miner, driller, buster operator, layer of all non-metallic pipe

GROUP 4: Caisson worker

GROUP 5: Air track

GROUP 6: Digester, tanks & kilns

PLUM0190G 05/01/2002

Rates Fringes

GAS DISTRIBUTION PIPELINE:

Welding in conjunction with gas distribution pipeline work	25.85	9.67
All other work	16.64	6.97

PLUM0506I 06/01/2002

Rates Fringes

BARAGA, HOUGHTON, KEWEENAW AND ONTONAGON COUNTIES:

PIPEFITTER:

Work on jobs of which the combined plumbing, heating, cooling and ventilation

bids are \$50,000 or less	18.87	12.05
All other heavy construction	24.43	12.05

FOOTNOTES:

Welders working on Chrome Moly or PP Stamp work: \$.50 per hour

additional.

Workers working in a confined space as defined in Title 29 Code of Federal Regulations 1910.146, and required to wear a selfcontained breathing apparatus: \$1.00 per hour additional.

Workers working with or around hazardous materials as specified in Title 29 Code of Federal Regulations 1926.65, and required to wear protective rubber gloves, boots and a selfcontained breathing apparatus or a complete hazardous materials protective bodysuit (Level B or more protective): \$1.00 per hour additional.

PLUM0506J 06/01/2002

Rates Fringes

GOGEBIC AND IRON COUNTIES:

PIPEFITTER:

Work on jobs of which the
combined plumbing, heating,
cooling and ventilation

bids are \$50,000 or less 19.98 12.05

All other heavy construction 24.43 12.05

FOOTNOTES:

Welders working on Chrome Moly or PP Stamp work: \$.50 per hour additional.

Workers working in a confined space as defined in Title 29 Code of Federal Regulations 1910.146, and required to wear a selfcontained breathing apparatus: \$1.00 per hour additional.

Workers working with or around hazardous materials as specified in Title 29 Code of Federal Regulations 1926.65, and required to wear protective rubber gloves, boots and a selfcontained breathing apparatus or a complete hazardous materials protective bodysuit (Level B or more protective): \$1.00 per hour additional.

SHEE0007T 01/01/2000

Rates Fringes

SHEET METAL WORKER 22.30 9.87

SUMI2004A 05/05/2000

Rates Fringes

CHAIN SAW LABORER 14.29

LANDSCAPE LABORER 13.20 4.01

TANK BUILDER 19.50 1.04

TRUCK DRIVERS:

Boom truck 17.40 5.52

Truck driver - 2-axle 16.41 4.30

Truck driver - 3-axle 16.83 7.44

WELL DRILLER (water well) 27.59 .13

TEAM0328E 07/01/2001

Rates Fringes

TRUCK DRIVERS (does not include boom
truck, or two or three axle trucks):

GROUP 1 19.62 3.76/hr.+ 17.80/day

GROUP 2 19.77 3.76/hr.+ 17.80/day

GROUP 3 19.83 3.76/hr.+ 17.80/day

GROUP 4 19.98 3.76/hr.+ 17.80/day

PAID HOLIDAYS:

Memorial Day, Fourth of July, Labor Day and Thanksgiving Day, if the regular work day immediately preceding or following the holiday is either worked or an excused absence.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: All other trucks

GROUP 2: Heavy duty and semi trucks

GROUP 3: Truck repair and maintenance

GROUP 4: Euclid type equipment

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION